

## Part 2

### ***Standard Form of Architect's Services: Design and Contract Administration***

#### Editing Template

CAUTION: Take care not to remove or otherwise edit the FillPoint areas when making custom edits to this document.

***This AIA Document B141 – 1997 Part 2 has been revised with 2001 Arizona Modifications and approved by the Arizona Attorney General's Office.***

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#### ARTICLE 2.1 PROJECT ADMINISTRATION SERVICES

§ 2.1.1 The Architect shall manage the Architect's services and administer the Project. The Architect shall consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and issue progress reports. The Architect shall coordinate the services provided by the Architect and the Architect's consultants with those services provided by the Owner and the Owner's consultants.

§ 2.1.2 When Project requirements have been sufficiently identified, the Architect shall prepare, and periodically update, a Project schedule that shall identify milestone dates for decisions required of the Owner, design services furnished by the Architect, completion of documentation provided by the Architect, commencement of construction and Substantial Completion of the Work. **When approved by the Owner, the schedule shall be attached to and become a part of this Agreement.**

§ 2.1.3 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program, budget and aesthetics in developing the design for the Project. **The Life Cycle Cost Analysis requirements of**

**ADDITIONS AND DELETIONS:**  
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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**A.R.S. §34.452, for the energy conservation and equipment selection shall be incorporated in the Design of the Project.**

§ 2.1.4 Upon request of the Owner, the Architect shall make a presentation to explain the design of the Project to representatives of the Owner.

§ 2.1.5 The Architect shall submit design documents **along with a Statement of Probable Cost** to the Owner at intervals appropriate to the design process for purposes of evaluation and approval by the Owner. The Architect shall ~~be entitled to rely on approvals received from the Owner in~~ **not proceed with** the further development of the design **until approval is received from the Owner.**

§ 2.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for ~~filing documents required to file all documents and obtain all permits necessary~~ for the approval of **the Project by the** governmental authorities having jurisdiction over the Project **or designated by the Owner. The Owner will lend needed assistance and pay permit and other fees.**

#### § 2.1.7 EVALUATION OF BUDGET AND COST OF THE WORK

§ 2.1.7.1 When the Project requirements have been sufficiently identified, the Architect shall prepare a preliminary estimate of the Cost of the Work. This estimate may be based on current area, volume or similar conceptual estimating techniques. As the design process progresses through the end of the preparation of the Construction Documents, the Architect shall update and refine the preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 2.1.7.2 ~~Evaluations of the Owner's budget for the Project, The preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect~~ **may be based on current area, volume or similar conceptual estimating techniques. As the design process progresses through the end of the preparation of the Construction Documents, the Architect shall update and refine the preliminary estimate of the Cost of the Work. The Architect shall advise the Owner of any adjustments to previous estimates of the Cost of the Work indicated by changes in Project requirements or general market conditions. If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size quality or budget, and the Owner approve such adjustments prior to proceeding with the project.**

§ 2.1.7.3 In preparing estimates of the Cost of the Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. If an increase in the Contract Sum occurring after execution of the Contract between the Owner and the Contractor causes the budget for the Cost of the Work to be exceeded, that budget shall be increased accordingly.

§ 2.1.7.4 If bidding or negotiation has not commenced within 90 days after the **Owner accepts the Construction Documents, redesign costs, not necessitated by Architect delay but caused by** Architect submits the Construction Documents to the Owner, the budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the construction industry **shall be considered for additional compensation to the Architect.**

§ 2.1.7.5 If the budget for the Cost of the Work is exceeded by the lowest bona fide bid or negotiated proposal, the Owner **may** shall:

- .1 give written approval of an increase in the budget for the Cost of the Work;

- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 1.3.8.5; or
- .4 cooperate in revising the Project scope and quality as required to reduce the Cost of the Work.

§ 2.1.7.6 If the Owner chooses to proceed under Section 2.1.7.5.4, the Architect, ~~without~~ at no additional compensation ~~cost to the Owner, shall redesign the Project maintaining substantial consistency with the Owner's Program, as reasonably determined by the Owner, until a bona fide bid which does not exceed the Owner's budget for the Cost of the Work is received. The redesign of the Project and the modification of Contract Documents shall be the limit of the Architect's responsibility arising out of the requirement to receive a bona fide bid, which does not exceed the Cost of the Work.~~ shall modify the documents for which the Architect is responsible under this Agreement as necessary to comply with the budget for the Cost of the Work. The modification of such documents shall be the limit of the Architect's responsibility under this Section 2.1.7. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not construction is commenced.

## ARTICLE 2.2 SUPPORTING SERVICES

§ 2.2.1 Unless specifically designated in Section 2.8.3, the services in this Article 2.2 shall be provided by the ~~Architect-Owner or the Owner's consultants and contractors.~~

§ 2.2.1.1 The Owner shall furnish a program setting forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, special equipment, systems and site requirements.

§ 2.2.1.2 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights of way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark. Unless already available or otherwise specified in Article 2.8, the Owner shall reimburse the Architect for the reasonable cost of obtaining the following information with appropriate Professional recommendations from a Land Surveyor, Geotechnical Engineer, or Material Testing Engineer selected by and employed by the Architect, providing the cost was approved by the Owner in writing before it was incurred:

- .1 Survey of Site Conditions. A complete and accurate survey of the building site and improvements showing the grades and lines of streets, pavements, and adjoining properties, contours of the building site, and full information as to sewer, water, gas electrical service, telephone lines, or other utilities; and
- .2 Report on Subsurface Investigations. Test boring or test pits and chemical, mechanical, laboratory or other tests; and
- .3 Additional subsoil investigation, reports, tests and engineering data, that are required by good construction practices.
- .4 All other tests deemed necessary by the Architect.

§ 2.2.1.3 The Owner shall furnish services of geotechnical engineers which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations. Any required surveying, geotechnical and materials testing service performed under this Agreement is performed for the administrative convenience and benefit of the Owner. The Architect shall be entitled to rely upon the accuracy and completeness of the services, information, surveys and reports furnished by the Owner or required by Section 2.2.1.2 and the Owner shall be considered the third-party beneficiary of all contracts between the Architect and any surveying, geotechnical and materials testing consultants and the Owner shall have the right to enforce the duties of consultants under those contracts and requires those consultants to fully comply with Section 2.2.1.2 and to carry professional liability insurance t the same or greater policy limits as the Owner required of the Architect, the Owner agrees to look to the surveying,

geotechnical and materials testing consultants for any and all claims and liabilities arising from the performance of the surveying, geotechnical and materials testing services. The Architect shall require all consultants to carry insurance coverage as specified in Section 1.3.7.4 and to furnish Architect with certificates of insurance for those coverages.

## ARTICLE 2.3 EVALUATION AND PLANNING SERVICES

§ 2.3.1 The Architect shall provide a preliminary evaluation of the information furnished by the Owner under this Agreement, including the Owner's program and schedule requirements and budget for the Cost of the Work, each in terms of the other. The Architect shall review such information to ascertain that it is consistent with the requirements of the Project and shall notify the Owner of any other information or consultant services that may be reasonably needed for the Project. Within five business days following completion of the evaluation, the Architect may reject the Owner's Program as unrealistic in light of the budget for the Cost of the Work. In this event, this Agreement shall terminate without further obligation or penalty to either party. If the Architect does not reject the Owner's Program within this time, The Architect shall be deemed to have accepted the Program and the Cost of the Work and agrees to design the Project until it can be awarded pursuant to Section 2.1.7.5

§ 2.3.2 The Architect shall provide a preliminary evaluation of the Owner's site for the Project based on the information provided by the Owner of site conditions, and the Owner's program, schedule and budget for the Cost of the Work.

§ 2.3.3 The Architect shall review the Owner's proposed method of contracting for construction services and shall notify the Owner of anticipated impacts that such method may have on the Owner's program, financial and time requirements, and the scope of the Project.

## ARTICLE 2.4 DESIGN SERVICES

§ 2.4.1 The Architect's design services shall include normal structural, mechanical and electrical engineering services.

2.4.1.1 Nothing in this Agreement shall be construed as placing any obligation on the Owner or creating any right for the Architect to proceed with any phase beyond the latest phase authorized in writing by the Owner.

2.4.1.2 The Architect agrees to use ordinary skill, care and diligence to provide plans and specifications adequate and sufficient for the proper construction of the Project.

## § 2.4.2 SCHEMATIC DESIGN DOCUMENTS

§ 2.4.2.1 The Architect shall provide Schematic Design Documents based on the mutually agreed-upon program, schedule, and budget for the Cost of the Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components. The Schematic Design Documents shall include a conceptual site plan, if appropriate, and preliminary building plans, sections and elevations. ~~At the Architect's option,~~ If authorized in B141 Appendix A, the Schematic Design Documents may include study models, perspective sketches, electronic modeling or combinations of these media. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

## § 2.4.3 DESIGN DEVELOPMENT DOCUMENTS

§ 2.4.3.1 The Architect shall provide Design Development Documents based on the approved Schematic Design Documents and updated budget for the Cost of the Work. The Design Development Documents shall illustrate and describe the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of plans, sections and elevations, typical construction details, and equipment layouts. The Design Development Documents shall include specifications that identify major materials and systems and establish in general their quality levels.

## 2.4.3.2 The Architect shall prepare Drawings as follows:

.1 The Drawings shall show existing topographic features and improvements affecting or relating to the proposed Work. The Architect shall indicate revisions to be made to existing topographic features and improvements such as grading and construction of drainage facilities. Where drainage facilities are

to be provided, Architect shall indicate the direction of flow and point of discharge by appropriate symbols or notes.

.2 Drawings showing developed floor plans, proposed finished floor elevations, floor and roof framing, typical wall section, exterior elevations showing proposed floor-to-floor heights and basic details of any unusual features of construction shall be prepared.

.3 Basic information necessary to establish space requirements and functional arrangements shall be shown.

.4 The functional layout of mechanical, electrical and electronic features, special equipment, plumbing and heating shall be furnished and shown to include, where applicable.

.5 Location of evaporative coolers and air conditioning units.

.6 General scale layout of equipment, showing space requirements and auxiliary equipment proposed.

.7 Location and approximate size of special equipment to be installed such as compressors, generators, transformers, electronic equipment racks, consoles, panels, distributing frames, elevators, hoists and cranes.

.8 The location, dimension, sections, areas and capacities applicable to features such as parking areas, access roads, driveways, and walks, shall be illustrated.

.9 The location and size of existing and proposed storm and sanitary sewers, water mains, gas mains and electrical services as needed for the construction of the Project, as well as elevations of gravity lines and the location of proposed building connections with notations showing which of the necessary utility extensions or connections will be provided by others.

.10 Conceptual description for each electronic or instrumentation system shall be shown for all system functions.

.11 A written evaluation and equipment life cycle cost analysis of the solar energy and energy conservation features to the extent required by A.R.S. §34-452.

2.4.3.3 Outline Specifications and Budget for the Cost of the Work shall be developed by the Architect based on the Construction Specifications Institute's Master format numbering system.

2.4.3.4 The Budget for the Cost of the Work furnished in this phase shall be calculated by the Architect, based on the Drawings and the Outline Specifications for this phase of the Project.

2.4.3.5 Upon completion of the Design Development Phase, the Architect shall submit to the Owner the Design Development Documents including Outline Specifications, Drawings, and the statement of the revised Cost of the Work, together with any other material or documents necessary for demonstrating the design of the Project.

## § 2.4.4 CONSTRUCTION DOCUMENTS

§ 2.4.4.1 The Architect shall provide Construction Documents based on the approved Design Development Documents and updated budget for the Cost of the Work. The Construction Documents shall set forth in detail the requirements for construction of the Project. The Construction Documents shall include Drawings and Specifications that establish in detail the quality levels of materials and systems required for the Project.

~~§ 2.4.4.2 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of: (1) bidding and procurement information which describes the time, place and conditions of bidding; bidding or proposal forms; and the form of agreement between the Owner and the Contractor; and (2) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect also shall compile the Project Manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.~~



## ARTICLE 2.5 CONSTRUCTION PROCUREMENT SERVICES

§ 2.5.1 ~~The Architect shall assist the Owner in obtaining either competitive bids or negotiated proposals and shall assist the Owner in awarding and preparing contracts for construction.~~ After the Owner accepts the Construction Documents and the latest Statement of Cost of the Work the Architect shall assemble the Construction Documents. Such acceptance shall not constitute approval of the adequacy of the Construction Documents and shall not relieve the Architect of the responsibility for design deficiencies, errors, or omissions.

§ 2.5.2 ~~The Architect shall assist the Owner in establishing a list of prospective bidders or contractors.~~ The Architect shall prepare and submit to the Owner a pre-bid Construction Schedule in form and sufficient detail, appropriate to the size, complexity and Scope of the Project, to show the completion of major phases.

§ 2.5.3 The Architect shall assist the Owner in bid validation or proposal evaluation and determination of the successful bid or proposal, and shall prepare for the Owner a recommendation of the lowest responsive, responsible bidder, if any. ~~If requested by the Owner, the Architect shall notify all prospective bidders or contractors of the bid or proposal results.~~

### § 2.5.4 COMPETITIVE BIDDING

§ 2.5.4.1 Bidding Documents shall consist of bidding requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

§ 2.5.4.2 If requested by the Owner, the Architect shall arrange for procuring the reproduction of Bidding Documents for distribution to prospective bidders. ~~The Owner shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses.~~

§ 2.5.4.3 If requested by the Owner, the Architect shall distribute the Bidding Documents to prospective bidders and request their return upon completion of the bidding process. The Architect shall maintain a log of distribution and retrieval, and the amounts of deposits, if any, received from and returned to prospective bidders.

§ 2.5.4.4 The Architect shall consider requests for substitutions, ~~if permitted by the Bidding Documents~~, and shall prepare ~~and distribute~~ addenda identifying approved substitutions, ~~to all prospective bidders.~~

§ 2.5.4.5 The Architect shall participate in or, ~~at the Owner's direction~~, shall organize and conduct a pre-bid conference for prospective bidders. The agenda shall be prepared by the Architect appropriate to the size, complexity, and Scope of the Project.

§ 2.5.4.6 The Architect shall prepare responses to questions from prospective bidders and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda.

§ 2.5.4.7 The Architect shall participate in or, at the Owner's direction, shall organize and conduct the opening of the bids. The Architect shall subsequently document and distribute the bidding results, as directed by the Owner.

### § 2.5.5 NEGOTIATED PROPOSALS

§ 2.5.5.1 Proposal Documents shall consist of proposal requirements, proposed contract forms, General Conditions and Supplementary Conditions, Specifications and Drawings.

§ 2.5.5.2 If requested by the Owner, the Architect shall arrange for procuring the reproduction of Proposal Documents for distribution to prospective contractors. ~~The Owner shall pay directly for the cost of reproduction or shall reimburse the Architect for such expenses.~~

§ 2.5.5.3 If requested by the Owner, the Architect shall organize and participate in selection interviews with prospective contractors.

§ 2.5.5.4 The Architect shall consider requests for substitutions, ~~if permitted by the Proposal Documents~~, and shall prepare ~~and distribute~~ addenda identifying approved substitutions, ~~to all prospective contractors.~~

§ 2.5.5.5 If requested by the Owner, the Architect shall assist the Owner during negotiations with prospective contractors. The Architect shall subsequently prepare a summary report of the negotiation results, as directed by the Owner.

## ARTICLE 2.6 CONTRACT ADMINISTRATION SERVICES

### § 2.6.1 GENERAL ADMINISTRATION

§ 2.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in the latest edition of AIA Document A201, General Conditions of the Contract for Construction, with Arizona modifications approved by the Office of the Attorney General as of the date of this Agreement. current as of the date of this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

§ 2.6.1.2 ~~The Architect's responsibility to provide the Contract Administration Services under this Agreement commences with the award of the initial Contract for Construction and terminates at the issuance to the Owner of the final Certificate for Payment. However, the Architect shall be entitled to a Change in Services in accordance with Section 2.8.2 when Contract Administration Services extend 60 days after the date of Substantial Completion of the Work.~~ The Construction Phase shall commence with the award of the Construction Contract and end when the Project has been finally completed and the 11<sup>th</sup> month warranty report as required by Clause 2.6.14.3 has been submitted to the Owner and the Contractor.

§ 2.6.1.3 The Architect shall be a representative of and shall advise and consult with the Owner during the provision of the Contract Administration Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement, ~~unless otherwise modified by written amendment.~~

§ 2.6.1.4 Duties, responsibilities and limitations of authority of the Architect under this Article 2.6 shall not be restricted, modified or extended without written agreement of the Owner and Architect, ~~with consent of the Contractor, which consent will not be unreasonably withheld.~~

§ 2.6.1.5 The Architect shall review properly prepared, timely requests by the Contractor for additional information about the Contract Documents. A properly prepared request for additional information about the Contract Documents shall be in a form prepared or approved by the Architect and shall include a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested.

§ 2.6.1.6 If deemed appropriate by the Architect, the Architect shall on the Owner's behalf prepare, reproduce and distribute supplemental Drawings and Specifications in response to requests for information by the Contractor.

§ 2.6.1.7 The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 2.6.1.8 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions so rendered in good faith.

§ 2.6.1.9 The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents, except that all substantive changes or interpretations shall be subject to approval of the Owner.

### § 2.6.2 EVALUATIONS OF THE WORK

§ 2.6.2.1 The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations, ~~or as otherwise agreed by the Owner and the Architect in Article 2.8; (1) to observe and~~

become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if *how* the Work is *proceeding and (4) order, with all remedies available in 2.6.21, the Contractor to comply with all contract documents* being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. *Such observation shall include, unless otherwise specified, the general administration of the Construction Contract; the approval of Certificates of Payment; the general inspection and approval of materials, equipment, and apparatus incorporated in the Work; observation of construction and inspection of the Work, including required special inspections. General administration of the Construction Contract means the performance of all acts, services, and responsibilities described or referred to in this Agreement to be performed by the Architect and the exercise of all acts, powers, and responsibilities of the Architect as described or referred to in the Interlineated General Conditions.* The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

*.1 The Architect shall conduct a pre-construction conference with the Contractor and shall take and distribute to the Owner and Contractor written minutes of the pre-construction conference.*

*.2 The Architect shall conduct job progress meetings, which shall be held on a periodic basis appropriate to the size, the complexity and Scope of the Project, at which time Contractor and the Architect shall discuss and resolve such matters as procedures, job progress, construction problems, scheduling or other matters relating to the timely and successful completion of the Project in accordance with the Contract requirements. Additional special job site meetings, when deemed necessary by the Architect, shall be held as scheduled by the Architect. The Architect shall take and distribute within three business days to the Owner and Contractor written minutes of all project meetings with the Contractor.*

*.3 The Architect shall kept the Owner fully and promptly informed of the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Architect shall keep the Owner informed at least monthly, by a written report of the progress and quality of the Work. The on-site visits by the Architect shall be supplemented by member of the appropriate architectural or engineering discipline and specialty according to the status of the Work and may vary with the progress of Work unless otherwise specified in Appendix A. A structural engineer shall periodically observe the construction of all projects having three or more floors.*

§ 2.6.2.2 The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's *timely performance of or* failure to perform the Work in accordance with the requirements of the Contract Documents, *except to the extent that the Contractor's delay or failure was unjustifiably caused by the Architect.* The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 2.6.2.3 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

§ 2.6.2.4 Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall ~~endeavor to~~ communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.

§ 2.6.2.5 The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.



2.6.2.6 The duty of the Architect to perform Construction Phase services is neither satisfied nor affected in any respect by the presence on the site of any other agent, consultant, or employee of the Owner.

2.6.2.7 If the Contractor fails to comply with the orders of Architect, the Architect pursuant to Section 2.3.2 of the Inter-lineated General Conditions by notification to the Contractor may stop all or any specified portion(s) of the Work for up to 24 hours. Thereafter, if the Architect believes the stoppage should continue, the Architect shall so advise the Owner and obtain the Owner's written order of stoppage.

2.6.2.8 In the event that any condition or event occurs justifying (1) stoppage of Work that cannot be resolved by action taken under Section 2.6.20 or (2) termination of the Construction Contract for cause, the Architect shall advise the Owner and at the Owner's direction shall deliver notice to the Contractor setting for the alleged condition or event and demanding compliance with the Contract. Unless within seven days after receipt of such notice such condition or event has been corrected or satisfactory arrangements for correction have been made, the Architect shall advise the Owner in writing of the Contractor's default and shall recommend either the continuation of the stoppage or termination of the Contract with the Contractor. At the Owner's direction the Architect shall notify the Contractor and the surety of the default.

#### § 2.6.3 CERTIFICATION OF PAYMENTS TO CONTRACTOR

§ 2.6.3.1 The Architect shall ~~review and certify~~ determine the amounts due the Contractor and shall issue Certificates for Payment in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 2.6.2 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, ~~the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect~~ results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific written qualifications expressed by the Architect.

§ 2.6.3.2 ~~The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.~~ The Architect shall process and certify the Contractor's applications for payment thereof, within the time frames set forth in A.R.S. §41-2577.

§ 2.6.3.3 The Architect shall maintain a record of the Contractor's Applications for Payment.

#### § 2.6.4 SUBMITTALS

§ 2.6.4.1 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, and other required submissions of the Contractor but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. Such general submissions shall be approved only if they are in conformance with the design concept of the Project and in compliance with the intent of the Contract Documents. Submissions of the Contractor shall be acted on and returned to the Contractor within twenty days of receipt or within the time limit agreed upon between (1) the Architect and the Contractor, or, if such agreement cannot be reached (2) between the Architect and the Owner. If review and approval are not timely, the Architect shall notify the Contractor and the Owner in writing stating the reason for the delay. Re-submittals shall be acted on and returned to the Contractor within ten days. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment of systems designed by

**the Contractor, all of which remain the responsibility of the Contractor to the extent required by the Contract Documents** The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 2.6.4.2 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 2.6.4.3 If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. ~~The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.~~

#### § 2.6.5 CHANGES IN THE WORK

§ 2.6.5.1 The Architect shall ~~prepare~~ **review and analyze all requests for** Change Orders and Construction Change Directives ~~for the Owner's approval and execution in accordance with the Contract Documents, including all documents offered to substantiate such requests. The Architect shall require that no changes affecting Construction Cost or Contract Time may be made in the Work by any person without prior written consent of the Owner.~~ The Architect may authorize minor changes in the Work not involving an adjustment in Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents, **and shall inform the Owner of such approvals or directions in writing within five days.** If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified, as provided in Section 2.8.2.

§ 2.6.5.2 The Architect shall review properly prepared, timely requests by the Owner or Contractor for changes in the Work, including adjustments to the Contract Sum or Contract Time. A properly prepared request for a change in the Work shall be accompanied by sufficient supporting data and information to permit the Architect to make a reasonable determination without extensive investigation or preparation of additional drawings or specifications. If the Architect determines that requested changes in the Work are not materially different from the requirements of the Contract Documents, the Architect may issue an order for a minor change in the Work or recommend to the Owner that the requested change be denied.

§ 2.6.5.3 If the Architect determines that implementation of the requested changes would result in a material change to the Contract that may cause an adjustment in the Contract Time or Contract Sum, the Architect shall make a recommendation to the Owner, who may authorize further investigation of such change. Upon such authorization, and based upon information furnished by the Contractor, if any, the Architect shall estimate the additional cost and time that might result from such change, including any additional costs attributable to a Change in Services of the Architect. With the Owner's approval, the Architect shall ~~incorporate those estimates into~~ **prepare** a Change Order or other appropriate documentation **along with a written recommendation** for the Owner's execution, ~~or negotiation with the Contractor.~~

§ 2.6.5.4 The Architect shall maintain records relative to changes in the Work.

#### § 2.6.6 PROJECT COMPLETION

§ 2.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

**2.6.6.1.1 Prior to final completion the Architect shall obtain from the contractor the Record Drawings and a conformed copy of the specifications, prepared in accordance with A.I.A. 201, Section 9.8.1 of the Interlineated General Conditions. These Drawings in reproducible form shall be transmitted to Owner**

prior to final completion. One set of record documents shall be provided to the Owner in an electronically readable form.

2.6.6.1.2 The Architect shall arrange for a final inspection and shall determine that all Work performed by Contractor is in accordance with the requirements of the Contract Documents. If any Work is nonconforming, the Owner shall be notified of the deficiencies and of the probable cost of completing the Work in accordance with the Contract Documents.

2.6.6.1.3 One month prior to the expiration of the twelve month warranty period as provided in the Interlineated General Conditions, the Architect shall inspect the project for any deficiencies. Within ten days following completion of inspection, a written report shall be furnished to the Owner and the Contractor. The Architect shall provide the necessary information and directives to the Contractor to require that the noted deficiencies be corrected at no cost to the Owner.

§ 2.6.6.2 The Architect's inspection shall be conducted with the Owner's Designated Representative to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 2.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including any amounts needed to pay for final completion or correction of the Work.

§ 2.6.6.4 The Architect shall receive from the Contractor and forward to the Owner: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment and (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens.

## ARTICLE 2.7 FACILITY OPERATION SERVICES

§ 2.7.1 The Architect shall meet with the Owner or the Owner's Designated Representative promptly after Substantial Completion to review the need for facility operation services.

§ 2.7.2 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall conduct a meeting with the Owner and the Owner's Designated Representative to review the facility operations and performance and to make appropriate recommendations to the Owner.

## ARTICLE 2.8 SCHEDULE OF SERVICES

§ 2.8.1 Design and Contract Administration Services beyond the following limits shall be provided by the Architect as a Change in Services in accordance with Section 1.3.3:

- .1 up to (2) %~~[SubmittalReviewsWords]~~ (← %~~[SubmittalReviews]~~ →) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor.
- .2 up to adequate %~~[SiteVisitsWords]~~ (← %~~[SiteVisits]~~ →) visits to the site by the Architect over the duration of the Project during construction. All inspections required by the governing codes, shall be included if a building permit from a local jurisdiction is not secured.
- .3 up to (1) %~~[InspectionsWords]~~ (← %~~[Inspections]~~ →) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents.
- .4 up to (1) %~~[CompletionInspectionsWords]~~ (← %~~[CompletionInspections]~~ →) inspections for any portion of the Work to determine final completion.

§ 2.8.2 ~~The following Design and Contract Administration Services shall be provided by the Architect as a Change in Services in accordance with Section 1.3.3:~~

- ~~.1 review of a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;~~
- ~~.2 responses to the Contractor's requests for information where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation;~~

- ~~.3 Change Orders and Construction Change Directives requiring evaluation of proposals, including the preparation or revision of Instruments of Service;~~
- ~~.4 providing consultation concerning replacement of Work resulting from fire or other cause during construction;~~
- ~~.5 evaluation of an extensive number of claims submitted by the Owner's consultants, the Contractor or others in connection with the Work;~~
- ~~.6 evaluation of substitutions proposed by the Owner's consultants or contractors and making subsequent revisions to Instruments of Service resulting therefrom;~~
- ~~.7 preparation of design and documentation for alternate bid or proposal requests proposed by the Owner; or~~
- ~~.8 Contract Administration Services provided 60 days after the date of Substantial Completion of the Work.~~

§ 2.8.3 The Architect shall furnish or provide the following services only if specifically designated *below and in Appendix A:*

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description
.1 Programming	Not Required	Not Required
.2 Land Survey Services	Not Required	Not Required
.3 Geotechnical Services	Not Required	Not Required
.4 Space Schematics/Flow Diagrams	Not Required	Not Required
.5 Existing Facilities Surveys	Not Required	Not Required
.6 Economic Feasibility Studies	Not Required	Not Required
.7 Site Analysis and Selection	Not Required	Not Required
.8 Environmental Studies and Reports	Not Required	Not Required
.9 Owner-Supplied Data Coordination	Not Required	Not Required
.10 Schedule Development and Monitoring	Not Required	Not Required
.11 Civil Design	Not Required	Not Required
.12 Landscape Design	Not Required	Not Required
.13 Interior Design	Not Required	Not Required
.14 Special Bidding or Negotiation	Not Required	Not Required
.15 Value Analysis	Not Required	Not Required
.16 Detailed Cost Estimating	Not Required	Not Required
.17 On-Site Project Representation	Not Required	Not Required
.18 Construction Management	Not Required	Not Required
.19 Start-up Assistance	Not Required	Not Required
.20 Record Drawings	Not Required	Not Required
.21 Post-Contract Evaluation	Not Required	Not Required
.22 Tenant-Related Services	Not Required	Not Required
.23		
.24		
.25		

Description of Services.

*(Insert descriptions of the services designated.)*

%[DesignatedServices]

## ARTICLE 2.9 MODIFICATIONS

§ 2.9.1 Modifications to this Standard Form of Architect's Services: Design and Contract Administration, if any, are as follows:

***(modifications shall not be effective unless reviewed and approved as to form by the Office of the Attorney General.)*** % [Modifications]

By its execution, this Standard Form of Architect's Services: Design and Contract Administration and modifications hereto are incorporated into the Standard Form of Agreement Between the Owner and Architect, AIA Document B141-1997, that was entered into by the parties as of the date: % [AgreementDate]

### OWNER

(Signature)

% [OwnerRepName] % [OwnerRepTitle]

(Printed name and title)

### ARCHITECT

(Signature)

% [ArchitectRepName] % [ArchitectRepTitle]

(Printed name and title)